

COOPERATIVE EDUCATION PROGRAM

Exchange of notes at Guatemala October 23, 1945, and May 6, 1947, extending agreement of August 10 and September 16, 1944; contracts of August 12, 1944, and October 23, 1945, between Inter-American Educational Foundation and Guatemalan Ministry of Public Education

*Entered into force May 6, 1947; operative from August 12, 1944
Program further extended by agreements of June 29 and July 10, 1948,¹
and July 28 and August 19, 1949²
Program terminated June 30, 1950³*

62 Stat. 4008; Treaties and Other
International Acts Series 2073

EXCHANGE OF NOTES

The American Ambassador to the Minister of Foreign Affairs

EMBASSY

GUATEMALA, *October 23, 1945*

No. 396

EXCELLENCY:

I have the honor to refer to Note No. 11959, of September 16, 1944,⁴ of Your Excellency's Ministry, and to previous and subsequent correspondence relating to the Cooperative Educational Program which is being undertaken jointly by the Government of Guatemala and the Government of the United States under terms of an agreement signed on August 12, 1944⁵ by the then Minister of Public Education of Your Excellency's Government and the Vice President of the Inter-American Educational Foundation, Inc., a corporation of the Office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America.

The original agreement of August 12, 1944 was drawn in quite general terms. A survey of the schools made since the Agreement was signed, and the scope of the plans which the Ministry of Public Education has made for their improvement, have indicated the desirability of amplifying the terms

¹ TIAS 2076, *post*, p. 599.

² TIAS 2077, *post*, p. 607.

³ By agreement of June 30, 1950, between representatives of the Institute of Inter-American Affairs and the Guatemalan Minister of Public Education (not printed).

⁴ EAS 450, *ante*, p. 566.

⁵ *Post*, p. 586.

of the original agreement. I understand that the Ministry of Public Education of Your Excellency's Government and qualified experts of the Foundation have now agreed informally to a continuation and amplification of the Cooperative Educational Program, and of the terms of the original agreement.

In this respect, it is my understanding that the Government of Guatemala is prepared to create as an integral part of its Ministry of Education, a special organism with juridical personality to be known as the *Servicio Cooperativo Interamericano de Educacion*, which shall act as the intermediary between the two governments in carrying out the Cooperative Program, and of which the Special Representative of the Foundation shall be appointed Director. It is my further understanding that the Government of Guatemala is prepared, to contribute Fifty Thousand Quetzales (Q50,000) in cash, over a period of three years, to a bank account to be established in the name of the *Servicio* for carrying out local projects and to set up, also in the name of the *Servicio*, a special account of One Hundred Thousand Quetzales (Q100,000) to be used, over the same period of time, exclusively in the construction of school buildings in connection with the Cooperative Program as mutually agreed upon by the Minister of Public Education and the Special Representative of the Foundation. I am advised that the Foundation is prepared on its part to contribute the sum of One Hundred Thousand Dollars (\$100,000) in cash, over a period of three years, to the *Servicio* account for local projects and to provide, over the same period, technical personnel and pay their salaries and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000).

I understand, also, that the Government of Guatemala is disposed to continue making available to the Foundation, and to make available to the *Servicio*, such office space, office equipment and furnishings, and other of its facilities, materials and supplies as it may conveniently supply for the program, and that it is disposed to grant to the *Servicio* exemption and immunity from any and all taxes, fees, charges, imposts, and customs duties whether national, departmental, provincial, or municipal and from all requirements for licenses, and to grant both to the *Servicio* and to its official personnel all the rights and privileges, such as postal, telegraph, and telephone franks and right to special government rates allowed by domestic companies of maritime, rail and air travel, telegraph and telephone, etc., which are enjoyed by the dependencies and officials of the Government of the Republic. I understand that the Republic is disposed to accept the Foundation as an agency of the Government of the United States, entitled to the exemptions and immunities enumerated above, and also to grant to the Foundation all the rights and privileges enumerated above, and to the personnel of the Foundation, who are citizens of the United States of America, exemption from all Guatemalan income taxes and social security taxes on income on which they are obliged to pay equivalent taxes to the United States of America, from property taxes on personal property intended for their own use, and from customs duties

on their personal effects and on supplies and equipment imported and exported for their personal use.

I understand that, pursuant to Article 9 of the original agreement, the details of the expanded Cooperative Program are currently being worked out in an amplificatory Agreement between the representatives of the Ministry of Public Education of Your Excellency's Government and the Inter-American Educational Foundation, Inc.

I should appreciate receiving from Your Excellency confirmation that my understanding of the arrangements described in this note is correct and that the points outlined herein are satisfactory to the Government of Guatemala.

Please accept, Excellency, the reassurance of my highest and most distinguished consideration.

EDWIN J. KYLE

His Excellency

Licenciado don GUILLERMO TORIELLO,
Minister of Foreign Relations,
Guatemala.

The Minister of Foreign Affairs to the American Ambassador

[TRANSLATION]

MINISTRY OF FOREIGN RELATIONS
REPUBLIC OF GUATEMALA
Diplomatic Section

360 .E. (73-0)

GUATEMALA, *May 6, 1947*

MR. AMBASSADOR:

I have the honor to inform Your Excellency, that in reference to your courteous note No. 396 dated October 23, 1945, and to previous correspondence on the same subject, the Congress of the Republic, by Decree issued on April 15, 1947, approved the Agreement on a cooperative educational program and the respective amplificatory Agreement, signed in this capital by the Minister of Public Education representing the Government of Guatemala and by the Vice President of the Inter-American Educational Foundation of the United States of America on August 12, 1944 and October 23, 1945, respectively.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

EUGENIO SILVA PEÑA
Minister of Foreign Relations

His Excellency EDWIN J. KYLE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America.
City.

CONTRACTS

Agreement between the Republic of Guatemala and the Inter-American Educational Foundation, Inc.

The REPUBLIC OF GUATEMALA (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the office of the Coordinator of Inter-American Affairs and an agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract to undertake a cooperative educational program to promote Inter-American understanding by bringing about a better interchange of educators, educational ideas and methods between Guatemala and the United States, pursuant to Resolution 28 adopted by the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October 1943.

1. The said cooperative educational program may include:

a. Furnishing by the Foundation of a Field Staff of educational specialists requested by the Secretaría de Estado en el Despacho de Educación Pública for service in Guatemala in carrying out the cooperative educational program;

b. Grants to permit Guatemalan educators to go to the United States for specialized training, to lecture, to teach and to interchange ideas and experience with United States educators;

c. Exploration and survey in Guatemala of local educational needs and resources for carrying out training projects in the normal schools in the field of teacher training for rural, and primary and elementary urban schools.

d. Development, adaptation, and exchange of suitable teaching materials for teachers on the primary and elementary levels.

e. Local projects needed to implement the program in Guatemala.

2. The Field Staff shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connection with the program to be undertaken in accordance with this Agreement. The Special Representative and other members of the Field Staff shall be acceptable to the Republic.

3. The said cooperative educational program shall be carried out in Guatemala through the Secretaría de Estado en el Despacho de Educación Pública de la República de Guatemala, with the technical advice and assistance of the Field Staff of the Foundation, as provided herein. It shall consist of individual Projects. The Projects shall consist of specific kinds of work and activity to be undertaken by the representatives of either or both Governments in the execution of this Agreement. The Projects and the allocation of funds therefor shall be mutually agreed upon in writing by the Secretaría de Estado en el Despacho de Educación Pública of the Republic and the Special Representative of the Foundation.

4. The Foundation shall pay the salaries and other expenses payable directly to the members of the Field Staff in an amount not to exceed Seventy Thousand Dollars (\$70,000), U.S. currency and shall in addition pay into a special bank account in the bank of the Republic's choice, to be entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc.", from time to time on the basis of need as determined by the Special Representative of the Foundation and the Secretaría de Estado en el Despacho de Educación Pública, the sum or sums which will aggregate Thirty Thousand Dollars (\$30,000), U.S. currency. The Republic shall, in addition to its regular budget for education, pay into the said special bank account from time to time on the basis of need, as determined by the Secretaría de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation, the sum or sums which will aggregate Fifty Thousand Quetzales (Q50,000), Guatemalan currency. Within sixty days after the execution of this Agreement the Foundation shall pay into the said special bank account the sum of Ten Thousand Dollars (\$10,000), U.S. currency, and the Republic shall pay into the said special bank account Seventeen Thousand Quetzales (Q17,000), Guatemalan currency, as the first installment from each Government for the said cooperative educational program. The funds in the said special bank account shall be administered by the Foundation and devoted exclusively to the said cooperative educational program as provided herein, and all Contracts necessary to carry out the terms of the Projects mutually agreed to by the representatives of the two Governments shall be in the name of the Foundation. If the Republic desires and so notifies the Foundation in writing, checks for the expenditure of funds in the said special bank account shall be countersigned by a representative of the Republic. The books and records of the Foundation relating to the said cooperative educational program shall be open at all times for inspection by representatives of the Republic, and the Foundation shall render financial reports to the Republic at such times as may be agreed upon between the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

5. The Foundation shall use its best efforts to obtain such assistance and cooperation of the Coordinator of Inter-American Affairs and other agencies, both public and private, in the United States, as may be appropriate for the execution of the said cooperative educational program. The Republic shall make available office space, office equipment, furnishings and such other of its facilities, material, equipment and supplies as it may conveniently provide for the said program, and shall lend the general assistance thereto of the other Departments of the Republic.

6. In view of the fact that many purchases of materials and supplies must necessarily be made in the United States of America the Secretario de Estado en el Despacho de Educación Pública and the Special Represent-

ative of the Foundation may agree to withhold from the payments to be made by the Foundation, into the said special bank account, as provided herein, an amount deemed to be necessary to pay for such purchases of materials and supplies in the United States of America. Any funds so withheld by the Foundation for such purchases and not expended or obligated therefor shall be deposited in the said special bank account at any time upon the mutual agreement of the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

7. The funds paid and payable into the said special bank account by the parties hereto shall continue to be available for the said cooperative educational program during the existence of this Agreement. Interest, if any, on any balances of funds in the said special bank account shall be used for the said cooperative educational program. The Secretario de Estado en El Despacho de Educación Pública and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the said special bank account upon the termination of this Agreement. In the event that, upon the expiration of each twelve-month period of this Agreement, the Foundation deems that the said funds which it has set aside for the payment of salaries and other expenses directly payable to members of the Field Staff, as provided in Paragraph 4 hereof, will be more than is needed for that purpose, the Foundation, at the end of each such twelve-month period, shall advise the Republic of the additional sum which has become available for Projects and such additional sum shall be paid into the said special bank account or otherwise disposed of pursuant to this Agreement. At least six months prior to the termination of this Agreement the Foundation shall similarly notify the Republic as to what, if any, of such funds will be available for Projects of the said cooperative educational program during the remainder of the program, and the disposition of any such funds so made available shall be determined by mutual agreement between the Secretario de Estado en el Despacho de Educación Pública and the Special Representative of the Foundation.

8. Any right, power, or duty conferred by this Agreement upon either the Secretario de Estado en el Despacho de Educación Pública or the Special Representative of the Foundation may be delegated by the recipient thereof to representatives, provided that such representatives are satisfactory to the said official of the other Government.

9. This Agreement may be amended from time to time if deemed advisable by the parties hereto, such amendments to be in writing and signed by representatives of the Republic and the Foundation.

10. The Executive Power of the Republic will take the necessary steps to obtain the legislation, decrees, orders or resolutions necessary to carry out the terms of this Agreement.

11. This Agreement shall be in force for a period of three years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, in English and in Spanish, in Guatemala, C.A., on the twelfth day of August, 1944.

Republic of Guatemala
By LUIS GAITAN
*Secretario de Estado en el
Despacho de Educación Pública*

Inter-American Educational
Foundation, Inc.
By KENNETH HOLLAND
Vice-President

Amplifying Agreement between the Republic of Guatemala and the Inter-American Educational Foundation, Inc.

The REPUBLIC OF GUATEMALA (hereinafter called the "Republic"); and the INTER-AMERICAN EDUCATIONAL FOUNDATION, INC., a corporation of the Office of Inter-American Affairs and an Agency of the Government of the United States of America (hereinafter called the "Foundation"), have decided to celebrate the following contract of amplification of the Agreement signed between representatives of the Republic and the Foundation on August 12, 1944, which Agreement provided for the undertaking of a Cooperative Educational Program to promote Inter-American understanding by bringing about a better interchange of educators, and educational ideas and methods, between Guatemala and the United States, pursuant to Resolution 28 of the First Conference of Ministers and Directors of Education of the American Republics held in Panama in September and October, 1943, and pursuant to Resolution 58 adopted by the Inter-American Conference on Problems of War and Peace, held at Mexico City in February and March, 1945.

The said original Agreement of August 12, 1944 was drawn in general terms. A survey of the schools made since the Agreement was signed, and the scope of the plans which the Ministry of Public Education has made for their improvement, have indicated the desirability of amplifying the terms of the said original Agreement. The parties hereto therefore agree, effective as of this date, to the continuation and amplification of the Cooperative Educational Program in Guatemala and of the terms of the said original Agreement as follows:

1. The Republic shall create, as an integral part of its Ministry of Public Education, an organism with juridical personality to be known as the *SERVICIO COOPERATIVO INTERAMERICANO DE EDUCACION* (hereinafter called the "Servicio"), which shall be the intermediary between the two Governments for the carrying out of the said Cooperative Educational Program in Guatemala. The Field Staff of the Foundation shall render technical advice and assistance to the Servicio in carrying out the said Program.

2. The Field Staff of the Foundation shall be under the direction of an official who shall have the title of Special Representative, Inter-American Educational Foundation, Inc., and who shall be the representative of the Foundation in connection with the Cooperative Educational Program in Guatemala. The Special Representative and the other members of the Field Staff shall be acceptable to the Republic. The Minister of Public Education shall be the representative of the Republic in connection with the Cooperative Educational Program.

3. The Special Representative of the Foundation shall be the Director of the Servicio. The Director of the Servicio shall, in agreement with the Minister of Public Education, select, appoint, and discharge its employees and determine their salaries and conditions of employment. The Director shall direct, manage, and supervise the other affairs and activities of the Servicio, and may delegate authority to persons employed by the Servicio, to officials or employees of the Republic, or to members of the Field Staff of the Foundation. Contracts for the execution of Projects mutually agreed upon as hereinafter provided shall be executed in the name of the Servicio by the Director of the Servicio or by his duly designated representative.

4. The said Cooperative Educational Program shall include:

A. Collaboration between Guatemalan educators and a Field Staff of educational specialists requested by mutual accord between the Minister of Public Education and the Special Representative of the Foundation and furnished by the Foundation for service in Guatemala in carrying out the Cooperative Educational Program.

B. Provision, by means of mutually approved Project Agreements, for the advancement of the program in Guatemala through such activities as:

(1) Exploration and survey of local educational needs and resources for carrying out teacher-training projects in the normal schools;

(2) Training and specialization of Guatemalan teachers in Guatemala and in the United States;

(3) Provision of opportunities for Guatemalan educators to go to the United States to lecture, to teach, and to interchange ideas and experience with the United States educators;

(4) Development, adaptation, procurement, and exchange of suitable teaching materials for teachers and teacher-trainers;

(5) Other Projects of an educational nature which may be mutually agreed upon as provided herein.

5. The Cooperative Educational Program shall consist of individual Projects of specific kinds of work and activity. The Projects and the allocations of funds therefor shall be mutually agreed upon in writing by the Minister of Public Education and the Special Representative of the Foundation, and the Projects shall be carried out through the Servicio in conformity with policies and procedures prescribed jointly by the Minister of Public Education and the Special Representative of the Foundation. Projects previously agreed upon pursuant to the said original Agreement shall be carried out through the Servicio in accordance with the terms of this Agreement.

6. Pursuant to the said original Agreement, a special bank account entitled "Cooperative Education Program—Inter-American Educational Foundation, Inc." has been established by the Foundation in the Banco Central de Guatemala. Promptly upon the creation of the Servicio, the Foundation shall deposit the unobligated balance of the funds in the said special bank account, in a different bank account to be established in the name of the Servicio. The Foundation shall pay into the said bank account of the Servicio the total sum of One Hundred Thousand dollars (\$100,000), U.S. Currency, and the Republic shall pay into the said bank account of the Servicio the total sum of Fifty Thousand quetzales (Q50,000), Guatemalan Currency, as provided herein. The payments by each party shall be made, respectively, unless other dates of deposit are established by mutual agreement between the Minister of Public Education and the Special Representative of the Foundation, in conformity with the following schedule:

Date	Deposits to be made by the Foundation	Deposits to be made by the Republic
On or before November 15, 1945	\$33,334.00	Q 17,000.00
On or before November 15, 1946	33,333.00	17,000.00
On or before November 15, 1947	33,333.00	16,000.00
	<u>\$100,000.00</u>	<u>Q 50,000.00</u>

The amount of the initial deposit of each party above specified shall be reduced respectively by the amount or amounts of any funds already deposited by that party into the said special bank account opened in the name of the Foundation pursuant to the said original Agreement. The funds deposited for any given period by either party in the bank account of the Servicio shall not be withdrawn therefrom until the funds for that period have been deposited by both parties.

7. The Foundation shall, in addition to its contribution in cash to the bank account of the Servicio, determine and pay the salaries and other ex-

penses of its Field Staff in Guatemala during the period of this Agreement in an amount not to exceed One Hundred Fifty Thousand dollars (\$150,000), U.S. Currency. The Republic shall, in addition to its said contribution for local Projects to the bank account of the Servicio, establish a special fund in the total amount of One Hundred Thousand quetzales (Q100,000), Guatemalan Currency, to be devoted exclusively to the construction of school buildings in connection with the said Cooperative Educational Program, as mutually agreed upon by the Minister of Public Education and the Special Representative of the Foundation. The said sum of One Hundred Thousand quetzales (Q100,000) shall be deposited by the Republic in a separate bank account in the name of the Servicio at such time or times and in such amount or amounts as shall be agreed upon by mutual agreement between the Minister of Public Education and the Special Representative of the Foundation. Accordingly, the maximum cash contribution of the Foundation for the said Cooperative Educational Program shall be Two Hundred Fifty Thousand dollars (\$250,000), and that of the Republic shall be One Hundred Fifty Thousand quetzales (Q150,000). The Republic shall also continue to make available to the Servicio such office space, office equipment and furnishings and such other of its facilities, material, equipment, and supplies as it may conveniently provide for the program.

8. The funds paid and payable by the parties hereto into the bank account of the Servicio shall continue to be available for the said Cooperative Educational Program during the existence of this Agreement. Interest, if any, on the funds in the bank account of the Servicio shall be used for the purposes of the said Cooperative Educational Program. The Minister of Public Education and the Special Representative of the Foundation shall determine by mutual agreement the disposition of any unobligated funds remaining in the bank accounts of the Servicio upon the termination of this Agreement. The accounts of the Servicio shall be audited at such times and in such manner as may be agreed upon between the Minister of Public Education and the Special Representative of the Foundation.

9. In view of the fact that purchases of some materials and supplies must be made in the United States of America, the Minister of Public Education and the Special Representative of the Foundation may agree to withhold from the deposits to be made by the Foundation into the bank account of the Servicio, as provided herein, an amount or amounts deemed to be necessary to pay for such purchases. Any funds so withheld by the Foundation for such purchases and not obligated therefore shall be deposited in the bank account of the Servicio at any time upon the mutual agreement of the Minister of Public Education and the Special Representative of the Foundation.

10. The Servicio shall be exempt and immune from any and all taxes, fees, charges, imposts and customs duties, whether national, departmental, provincial or municipal, and from all requirements for licenses. The Servicio

and its official personnel shall also enjoy all the rights and privileges which are enjoyed by departments and officials of the Republic. Such rights and privileges shall include, for example, postal, telegraph and telephone franks and the right to special rates allowed to the departments of the Republic by domestic companies of maritime, railroad, and air travel, telegraph, telephone, etc. The Republic agrees to accept and recognize the Foundation as an Agency of the Government of the United States of America, and, accordingly, the Foundation shall be entitled, among other things, to all the exemptions and immunities enumerated above. The Foundation shall also enjoy all the rights and privileges above set forth. The personnel of the Foundation who are citizens of the United States of America shall be exempt from all Guatemalan income taxes and social security taxes with respect to income on which they are obliged to pay income or social security tax to the Government of the United States of America, and from property taxes on personal property intended for their own use. Said employees shall also be exempt from customs duties on their personal effects and on supplies and equipment imported or exported for their personal use.

11. Any right, power, or duty conferred by this Agreement upon either the Minister of Public Education or the Special Representative of the Foundation may be delegated by the recipient thereof to one or more representatives, provided that each such representative shall be satisfactory to both officials.

12. The Executive Organism of the Republic shall take the necessary steps to obtain the legislation, decrees, orders, or resolutions necessary to carry out the terms of this Agreement, and this Agreement shall remain in force until at least June 30, 1948. It shall be terminated by either party hereto on that date or at any time thereafter by giving to the other party at least sixty (60) days' written notice in advance.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed, in English and in Spanish, by their duly authorized representatives, in Guatemala, C.A., this twenty-third day of October 1945.

Republic of Guatemala

By: M. M. AVILA A.
Secretario de Educación

Inter-American Educational Foundation, Inc.

By: KENNETH HOLLAND
President